Product Code

ORDR

Advertiser Ref

# **CONTRACT**



**WPBF** 3970 RCA Boulevard **Suite 7007** Palm Beach Gardens, FL 33410 (561)694-2525

www.thewpbfchannel.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Re	Contract / Revision			<u> </u>
	967400	/ 1		06297213	
Product	<del></del>			1	
TREASURE COAST JOE	BS				
Contract Dates	Estimate #				
10/30/12 - 11/06/12	C30N06				
Advertiser			<u>Or</u>	iginal Date	/ Revision
Treasure Coast Jobs C	oalitlon		1	10/24/12	/ 10/31/12
	Billing Cycle	Billing	Cal	<u>endar</u>	Cash/Trade
	EOM/EOC	Broade	cast	t	Cash
	Station	Accou	nt E	xecutive	Sales Office
	WPBF	Mica F	lans	sen	HRP -Washingt
	Special Hand	ling			•
	Demographic				
	Adults 35+				
					1

Advertiser Code

TCJC

IDB#

1046

Agency Ref

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time Day	s Length Week Rate	Type Spc	ts	Amount
1 WPBF 11/02/12 11/02/12 M-SUN WPBF News 25 @	1'11-11:35PM	:30	NM	1	\$1,800.00
Class of Time- Immediately Pre-emptible No Makegood R  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	equired <u>Rate</u> \$1,800.00				
2 WPBF 11/02/12 11/02/12 Jimmy Kimmel	1206-106A / 1135F	:30	NM	1	\$125.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	• <u>Rate</u> \$125.00				
3 WPBF 11/02/12 11/02/12 Dr. Oz	4-5p	:30	NM	1	\$1,300.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	<u>Rate</u> \$1,300.00				
4 WPBF 11/02/12 11/02/12 WPBF News 25 @ 5am	5-530am	:30	NM	1	\$275.00
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$275.00		-		
5 WPBF 11/02/12 11/02/12 M-F 5pm News	5-6pm	:30	NM	1	\$1,200.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	<u>Rate</u> \$1,200.00				
6 WPBF 11/02/12 11/02/12 WPBF News 25 Mornings @	D 5:30-5:57am	:30	NM	1	\$375.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	<u>Rate</u> \$375.00				
7 WPBF 11/02/12 11/02/12 WPBF News 25 Mornings	6-7AM	:30	NM	1	\$850.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	<u>Rate</u> \$850.00				
8 WPBF 11/02/12 11/02/12 Good Morning America	7-9AM	:30	NM	1	\$1,200.00
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week	. Rate				

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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 Advertiser
 Original Date / Revision

 Treasure Coast Jobs Coa
 10/24/12 / 10/31/12

Spots/

							Spots/				
*Line	Ch Start [	Date End Da	ate Description		Start/End Time	Days	Length Week	Rate	Туре	Spots	Amount
10/00	Start Date	End Date 11/04/12	Weekdays 1	Spots/Week	Rate						
	k: 10/29/12 WPBF 11/02/			1	\$1,200.00 7:30-8PM		:30		NM	1	\$4,500.00
9	Class of Time		, ,		7.30-0FIVI		.30		IAIAI	'	\$4,500.00
Wee	Start Date k: 10/29/12	End Date 11/04/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$4,500.00						
10	WPBF 11/05/	12 11/05/1	2 M-SUN WPE	F News 25 @	111-11:35PM		:30		NM	1	\$1,800.00
Wee	Class of Time Start Date k: 11/05/12	- Fixed Non End Date 11/11/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$1,800.00						
11	WPBF 11/05/	12 11/05/1	2 Jimmy Kimm	iel	1206-106A / 1135F		:30		NM	1	\$125.00
	Class of Time				•						
Wee	Start Date k: 11/05/12	End Date 11/11/12	Weekdays 1	Spots/Week	Rate \$125.00						
	WPBF 11/05/		2 WPBF News	25 @ 5am	5-530am		:30		NM	1	\$275.00
12	Class of Time			25 @ 5am	3-330am		.50		1417	'	Ψ213.00
Wee	Start Date k: 11/05/12	End Date 11/11/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$275.00						
13	WPBF 11/05/	12 11/05/1	2 M-F 5pm Ne	ws	5-6pm		:30		NM	1	\$1,200.00
	Class of Time				ъ.						
Wee	<u>Start Date</u> k: 11/05/12	End Date 11/11/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$1.200.00						
	WPBF 11/05/		2 WPBF News		* - 1		:30		NM	1	\$375.00
	Class of Time			20 Mornings @	g 0.00-0.07am		.50		14141		Ψ3/3.00
	Start Date	End Date	Weekdays	Spots/Week	Rate					-	
	k: 11/05/12	11/11/12	1	1	\$375.00						
15	WPBF 11/05/		2 WPBF News	25 Mornings	6-7AM		:30		NM	1	\$850.00
Wee	Class of Time <u>Start Date</u> k: 11/05/12	- Fixed Non End Date 11/11/12	Pre-emptible Weekdays 1	Spots/Week 1	<u>Rate</u> \$850.00						
16	WPBF 11/05/	12 11/05/1	2 Good Mornin	g America	7-9AM		:30		NM	1	\$1,200.00
Wee	Class of Time Start Date k: 11/05/12	- Fixed Non End Date 11/11/12		Spots/Week	<u>Rate</u> \$1,200.00						<b>,</b> , , =
	WPBF 11/05/				7:30-8PM		-30		NINA		£4 F00 00
17	Class of Time				7:30-6PIVI		:30		NM	1	\$4,500.00
Wee	Start Date k: 11/05/12	End Date 11/11/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$4,500.00						
18	WPBF 11/03/	12 11/03/1	2 Sat 6-7am N	ews	Sat 6-7am		:30		NM	1	\$300.00
	Class of Time				_				:		
	Start Date k: 10/29/12	End Date 11/04/12	Weekdays 1-	Spots/Week 1	<u>Rate</u> \$300.00						
19	WPBF 11/03/			vs	7-730pm		:30		NM	1	\$1,000.00
Weel	Class of Time Start Date k: 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible Weekdays1-	Spots/Week 1	<u>Rate</u> \$1,000.00						
20	WPBF 11/03/	12 11/03/1	2 Sat Jeopardy	<del> </del>	Sat 7:30-8PM		:30		NM	1	\$1,800.00
	Class of Time										Ţ.,500.0 <b>0</b>

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Contract / Revision Alt Order# 967400 06297213 Estimate # Contract Dates **Product** 

10/30/12 - 11/06/12	TREASURE COAST JOIC30N06	
Advertiser	Original Date / Revision	_
Treasure Coast Jobs Coa	10/24/12 / 10/31/12	

							Spots/				
*Line	Ch Start E	Date End Da	ate Description	<u> </u>	Start/End Time	Days	Length Week	Rate	Type	Spots	Amount
Weel	Start Date k: 10/29/12	End Date 11/04/12	Weekdays 1-	Spots/Week 1	<u>Rate</u> \$1,800.00						
21	WPBF 11/03/	12 11/03/1	2 Sat 8-9am N	ews	Sat 8-9am		:30		NM	1	\$700.00
	Class of Time Start Date 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible <u>Weekdays</u> 1-	Spots/Week 1	<u>Rate</u> \$700.00						
22	WPBF 11/04/	12 11/04/1	2 Chris Matthe	ws	Sun 10-10:30AM		:30		NM	1	\$400.00
	Class of Time Start Date c: 10/29/12	- Pre-emptib End Date 11/04/12	le with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$400.00						
23	WPBF 11/04/	12 11/04/1	2 Sun 11:35pn	n Late News	1135p-12am		:30		NM	1	\$750.00
Weel	Class of Time Start Date 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week	<u>Rate</u> \$750.00	=======================================		7	= =		
24	WPBF 11/04/	12 11/04/1	2 Sun 5-6am N	News	Sun 5-6am		:30		NM	1	\$200.00
	Class of Time Start Date c: 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$200.00						
	WPBF 11/04/		2 Sun 6-7am N	News	Sun 6-7am		:30		NM	1	\$300.00
	Class of Time Start Date C: 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible Weekdays1	Spots/Week 1	<u>Rate</u> \$300.00						
26	WPBF 11/04/	12 11/04/1	2 Sun 630pm	News	630-7pm		:30		NM	1	\$1,000.00
	Class of Time Start Date C: 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible Weekdays1	Spots/Week 1	<u>Rate</u> \$1,000.00						
	WPBF 11/04/		2 Sun ABC Pri	ime A	7-8P <b>M</b>		:30		NM	1	\$1,200.00
	Class of Time Start Date C: 10/29/12	- Pre-emptib End Date 11/04/12	le with notice Weekdays1	Spots/Week 1	Rate \$1,200.00						
			2 Jimmy Kimm	nel	1206-106A / 1135F	:	:30		NM	1	\$125.00
Weel	Class of Time Start Date c: 10/29/12	End Date 11/04/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$125.00						
			2 WPBF News	25 @ 5am	5-530am		:30		NM	1	\$275.00
	Class of Time Start Date c: 10/29/12	- Fixed Non End Date 11/04/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$275.00						
30	WPBF 11/01/	12 11/01/1	2 M-F 5pm Ne	ws	5-6pm		:30		NM	1	\$1,200.00
Week	Class of Time Start Date C: 10/29/12	End Date 11/04/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$1,200.00						
			2 WPBF News	25 Mornings @	5:30-5:57am		:30		NM	1	\$375.00
Week	Class of Time Start Date C: 10/29/12	End Date 11/04/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$375.00						
			2 WPBF News	25 Mornings	6-7AM		:30		NM	1	\$850.00
	Class of Time	- Fixed Non	Pre-emptible						- 1		

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Contract / Revision Alt Order # 06297213 967400 / 1 Estimate # Contract Dates Product TREASURE COAST JOIC30N06 10/30/12 - 11/06/12

Original Date / Revision Advertiser 10/24/12 / 10/31/12 **Treasure Coast Jobs Coa** 

Spots/

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Ra	ite Type Spots	Amount
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1	<u>Rate</u> \$850.00			V
33 WPBF 11/01/12 11/01/12 Good Morning America	7-9AM	:30	<b>NM</b> 1	\$1,200.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/121 1	<u>Rate</u> \$1,200.00			
34 WPBF 11/01/12 11/01/12 Jeopardy	7:30-8PM	:30	<b>NM</b> 1	\$4,500.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Week: 10/29/12 11/04/121 1	<u>Rate</u> \$4,500.00	7		
35 WPBF 10/30/12 10/30/12 M-SUN WPBF News 25 @	1:11-11:35PM	:30	<b>NM</b> 1	\$1,800.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1 1	Rate \$1,800.00			
36 WPBF 10/30/12 10/30/12 Jimmy Kimmel	1206-106A / 1135F	:30	NM 1	\$125.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$125.00			
37 WPBF 10/30/12 10/30/12 Dr. Oz	4-5p	:30	<b>NM</b> 1	\$1,300.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1 1	Rate \$1,300.00			
38 WPBF 10/30/12 10/30/12 WPBF News 25 @ 5am	5-530am	:30	<b>NM</b> 1	\$275.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1 Spots/Week	<u>Rate</u> \$275.00			
39 WPBF 10/30/12 10/30/12 M-F 5pm News	5-6pm	:30	<b>NM</b> 1	\$1,200.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1 Spots/Week	<u>Rate</u> \$1,200.00			
40 WPBF 10/30/12 10/30/12 WPBF News 25 Mornings	@ 5:30-5:57am	:30	<b>NM</b> 1	\$375.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Week: 10/29/12 11/04/12 -1 Spots/Week	<u>Rate</u> \$375.00			
41 WPBF 10/30/12 11/06/12 WPBF News 25 Mornings	6-7AM	:30	NM 2	\$1,700.00
Class of Time - Fixed Non Pre-emptible  Start Date	- <u>Rate</u> \$850.00 \$850.00			
42 WPBF 11/06/12 11/06/12 Good Morning America	7-9AM	:30	NM 1	\$1,200.00
Class of Time - Fixed Non Pre-emptible				Ψ1,200.00
Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         -1         1	<u>Rate</u> \$1,200.00			
43 WPBF 10/31/12 10/31/12 M-SUN WPBF News 25 @		:30	NM 1	\$1,800.00
Class of Time - Fixed Non Pre-emptible  Start Date End Date Weekdays Week: 10/29/12 11/04/121 1	<u>Rate</u> \$1,800.00	-		+ 1200.30
44 WPBF 10/31/12 10/31/12 Jimmy Kimmel Class of Time - Pre-emptible with notice	1206-106A / 1135F	:30	<b>NM</b> 1	\$125.00

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Advertiser Original Date / Revision
Treasure Coast Jobs Coa 10/24/12 / 10/31/12

*Line	Ch Start [	Date End Da	te Description		Start/End Time	Days	Spots/ Length Week	Rate	TypeS	Spots	Amount
Weel	<u>Start Date</u> k: 10/29/12	End Date 11/04/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$125.00						
45	WPBF 10/31/	12 10/31/12	2 Dr. Oz		4-5p		:30	•	NM	1	\$1,300.00
	Class of Time Start Date k: 10/29/12	- Fixed Non I End Date 11/04/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$1,300.00				:		
46	WPBF 10/31/	12 10/31/12	2 WPBF News	25 @ 5am	5-530am		:30		NM	1	\$275.00
Weel	Class of Time Start Date k: 10/29/12	- Fixed Non I End Date 11/04/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$275.00						
47	WPBF 10/31/	12 10/31/12	2 M-F 5pm Nev	vs	5-6pm		:30		NM	1	\$1,200.00
h = =	Class of Time Start Date k: 10/29/12	- Fixed Non I End Date 11/04/12	Pre-emptible Weekdays1	Spots/Week	<u>Rate</u> \$1,200.00						
48	WPBF 10/31/	12 10/31/12	2 WPBF News	25 Mornings @	5:30-5:57am		:30		NM	1	\$375.00
Weel	Class of Time <u>Start Date</u> k: 10/29/12	- Fixed Non I End Date 11/04/12	Pre-emptible Weekdays 1	Spots/Week 1	<u>Rate</u> \$375.00						
49	WPBF 10/31/	12 10/31/12	2 WPBF News	25 Mornings	6-7AM		:30		NM	1	\$850.00
	Class of Time Start Date k: 10/29/12	- Fixed Non I End Date 11/04/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$850.00						
50	WPBF 10/31/	12 10/31/12	2 Good Mornin	g America	7-9AM		:30		NM	1	\$1,200.00
	Class of Time Start Date k: 10/29/12	- Fixed Non I End Date 11/04/12	Pre-emptible Weekdays 1	Spots/Week 1	• <u>Rate</u> \$1,200.00						
51	WPBF 10/31/	12 10/31/12	2 Jeopardy	-	7:30-8PM	-	:30		NM	1	\$4,500.00
	Class of Time Start Date k: 10/29/12	- Fixed Non I End Date 11/04/12	Pre-emptible Weekdays1	Spots/Week 1	<u>Rate</u> \$4,500.00						
	WPBF 11/02/			tune	7-7:30PM		:30		NM	1	\$7,500.00
Weel	Class of Time Start Date k: 10/29/12	End Date 11/04/12	Weekdays F	Spots/Week 1	Rate \$7,500.00						
			2 Good Morning	g America	7-9AM		:30		NM	1	\$1,300.00
Weel	Class of Time Start Date k: 10/29/12	End Date 11/04/12	Weekdays	Spots/Week 1	<u>Rate</u> \$1,300.00						
			2 Good Morning	g America	7-9AM		:30		NM	1	\$1,300.00
Weel	Class of Time Start Date k: 11/05/12	End Date 11/11/12	Weekdays M	Spots/Week 1	Rate \$1,300.00						
	WPBF 11/05/		2 Mon ABC Pri	me Other	Prime Other		:30		NM	1	\$16,000.00
Weel	Class of Time Start Date C: 11/05/12	End Date 11/11/12	Weekdays M	Spots/Week 1	<u>Rate</u> \$16,000.00		<u></u>				
	WPBF 11/06/ Class of Time		2 Good Mornino Pre-emptible	g America	7-9AM		:30		NM	1	\$1,300.00

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**Gross Amount** 

\$85,125.00

# of Spots

57

www.thewpbfchannel.com

Time Period

10/29/12 -11/06/12

	Contract / Revision 967400 / 1	Alt Order # 06297213
Contract Dates 10/30/12 - 11/06/12	Product TREASURE COAST	Estimate # JO C30N06
Advertiser Treasure Coast Jobs		Original Date / Revision 10/24/12 / 10/31/12

							Spots/			
*Line	Ch Start I	Date End D	ate Description	on	Start/End Time	Days	Length Week	Rate	Type Spots	Amount
	Start Date 11/05/12	End Date 11/11/12	Weekdays -T	Spots/Week 1	<u>Rate</u> \$1,300.00					
		35			3 40-314 a		Total	s	57	\$85,125.00

35,125.00 \$72,356
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**Net Amount** 

\$72,356.25

Signature:	Date:	

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## **TERMS AND STANDARD CONDITIONS** FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

## **BILLING AND PAYMENTS**

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency (a) shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### **TERMINATION** 2.

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### **OMISSION OF BROADCAST** 3.

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain necessary to enable the Station to comply with the Communications Act or 1994, as amended, to sausly the reasonable access amond equal opportunity requirements for political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### **FIXED RATE PURCHASES** 5.

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. **CONSEQUENTIAL DAMAGES**

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### GENERAL 9.

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the face hereof.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial
materials and other property furnis	hed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except	after its prior approval.

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereon, and to the extent that Advertiser has therefore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]